

03983

context

M E D I A

October 26, 1998

Theodore J. Kaczynski
04475-046
P.O. Box 8500
Florence, CO 81226-8500

Dear Dr. Kaczynski,

It is with great satisfaction and anticipation that I enclose the contract for *Truth versus Lies*. You will note that the Delivery of Satisfactory Copy section (pg.2) has been fulfilled and this letter is notice to you as Author that your responsibilities regarding the text of the publication have been fulfilled. I give good lead time for the procurement of photographs and illustrations (January 31, 1999), but I do hope to get the book out about a month in advance of that date.

I hope your concerns regarding textual integrity are acceptably laid to rest in the Reserved Rights section on page eight. The Non-discontinuance of Publication section on page seven makes my offer regarding permanent availability binding.

The sticking point I foresee is copyright infringement in general (you will find language that is meant to ward off the danger of thwarting motions caused by copyright litigation), and copyrights from your family in particular. My lawyer will begin the legal read-through after we have both signed an agreement that is mutually acceptable. We should be able to work out any problems after signing through the use of riders, etc. But I leave that to your discretion, and can only assure you that my intentions are good (i.e., I consider my job to be the satisfaction of your requirements and to publish a book that sets the record straight). If the contract is not acceptable, I look forward to your comments so that we can make it right.

I spoke to Mike Mello today, and he will be sending me a copy of his manuscript. Thank you for sending him my way. I hope this letter finds you well.

My best,


[Beau Friedlander]

From Beau Friedlander

0398.3

RE: Contract

Please do not date the agreement at the top of page one, since this will not be the date upon which I sign. It is customary for the Author to sign first.

Please sign both copies (one is for your records) where indicated on page eight, and return them to me for countersigning.

One point not discussed in my letter is the "conducting a business" issue. The problem is circumvented sufficiently with the language found in the Advance section on page four and the manner in which my lawyer has discussed royalties, escrow, re. the alleged victims, etc.

In the event that you strike a word from the agreement, please initial at the margin where such amendments have occurred to indicate that you have made the change and agree to it. Striking passages, or even words, may cause my lawyer to produce another draft of the contract. I leave the option open to you in the event that there is something that can be easily amended and does not alter the intent and purpose of the agreement.

0398.3

Context Books, a division of Simulacrum Llc, d/b/a Context Media

AGREEMENT made this day of , 1998 between Context Books of 368 Broadway, Suite 314, New York, New York 10013 (referred to as the Publisher), and

THEODORE JOHN KACZYNSKI

Whose address is:

04475-046
P.O. Box 8500
Florence, CO 81226-8500

1 Who is a citizen of the United States of America and resident of Florence, CO (referred to as the Author and designated by the masculine singular pronoun)

Whereas the parties wish respectively to publish and have a work published (referred to as the work) of non-fiction provisionally titled

TRUTH VERSUS LIES

NOW, THEREFORE, they mutually agree as follows:

Grants of rights

- 2
1. The Author grants to the Publisher during the term of copyright, including renewals and extensions thereof:
 - a. Exclusive right in any and all editions and languages throughout the world to:
 - i. (1) Print, publish, distribute and sell the work in book form (hardcover and paperback) and (2) publish and distribute the work (in complete, ~~condensed or abridged versions~~) by any means of distribution or transmission, whether now or hereafter developed, intended to make the text of, and any illustrations or photographs contained in, the work available in visual form for reading (including, but not limited to, electronic or machine readable media, or on-line electronic or satellite-based data transmission) (referred to as Electronic Books);
 - ii. License Publication of the work (in complete, ~~condensed or abridged versions~~) by book clubs or paperback versions by other publishers;
 - iii. License publication of a reprint edition of the work by another publisher with the consent of the Author, which consent shall not unreasonably be withheld or delayed;
 - iv. License publication of the work (in complete, condensed or abridged versions) or selections from the work in anthologies and other publications, in mail-order and schoolbook editions, as premiums and other special editions and through microfilm, microfiche and, with the Author's consent, which consent shall not be reasonably withheld or delayed, photocopying or other forms of copying or distribution or transmission of Electronic Books.
 - v. License periodical publication including magazines, ~~newspapers~~ and digests prior to book publication;
 - vi. License periodical publication after book publication;
 - vii. Adapt and license, subject to the approval of the Author, adaptation of the work for filmstrips (with or without sound), ~~printed cartoon versions~~ and sound recordings; *(in my opinion, cartoons could)*
would be an insult)
 - viii. License, without charge, transcription or publication of the work in Braille or in other forms, for the physically handicapped;
 - ix. For publicity purposes, publish or permit others to publish or broadcast (but not dramatize) by radio, television, without charge, such selections from the work as in the opinion of the Publisher may benefit its sale.
 - x. To prepare, reproduce, publish and sell, to distribute, transmit, download or otherwise transfer copies of, and to license the foregoing rights in electronic versions of the work (referred to as Electronic Versions). As used herein, Electronic Versions shall mean versions that include the text of the work and

3

4

5

any illustrations contained in the work (in complete, ~~condensed or abridged~~ versions, and in compilation) for performance and display (I) in any manner intended to make such Electronic Versions of the work available in visual form for reading (whether sequentially or non-sequentially, and together with images, if any) and (ii) by any electronic means, method, device, process, or medium (referred to as Electronic device or Medium). For the purposes of this subparagraph, Electronic Device or Medium shall include, but not be limited to, electronic, magnetic, digital, optical and laser-based information storage and retrieval systems, floppy diskette-based software, CD-ROM, interactive software and compact discs, optical disks, ROM Card, silicon chip, on-line electronic or satellite-based data transmission and other such systems, and any other device or medium for electronic reproduction, publication, distribution or transmission, whether now or hereafter known or developed.

- b. Exclusive right to license in the English language throughout the British Commonwealth (including Canada), the Republic of South Africa, and the Irish Republic, the rights granted in subdivision a. above.
- c. Exclusive right to license and/or publish in all foreign languages and all countries, the rights granted in subdivision a. above.
- d. Exclusive right to use or license others to use the name and likeness of the Author subject to Author's approval, the work and the title of the work, in whole or in part, or any adaptation thereof in connection with the advertising and promotion of the work.
- e. Audio Recordings of Work: Exclusive right by itself to prepare or cause to be prepared, to publish, to license, and distribute throughout the world sound recordings of readings of the work with one or more readers. The recordings ~~may be in complete, condensed, or abridged versions~~ ^{must be the} ~~Connecting narrative passages read by a separate narrator may be included with the author's approval which may not be unreasonably withheld. Notwithstanding the Author's approval of connecting narrative scripts, the~~ ^{subject to author's approval} Publisher reserves the right to edit the approved narrative scripts solely in order to satisfy recording time restraints. The Publisher shall have the right to prepare or cause to be prepared multiple reproductions by any method known or hereafter developed including, but not limited to, phonograph records, audio cassettes and compact discs (referred to as Phonorecords) of the master recordings of the scripts to be sold at such prices and charges and in such a style and manner as the Publisher deems suitable.

- f. Exclusive right to adapt (but not dramatize), produce and distribute the work on videocassettes (referred to as Videocassettes).

Delivery of Satisfactory Copy

2. The Author agrees to deliver one complete original manuscript of the work in the English language of approximately (300,000) words in length, satisfactory to the Publisher, together with any permission required pursuant Paragraph 3, and all photographs illustrations, drawings, charts, maps, and indexes suitable for reproduction and necessary to the completion of the manuscript no later than January 31, 1999. If he fails to do so the Publisher has the right to supply them and, at the option of the Publisher, either bill the cost to the Author or charge it against any sums accruing to the Author. The complete manuscript will contain the following items:

What items? Should be listed here.

- a. If the Author fails to deliver a complete manuscript within ninety (90) days after the above date, the Publisher may terminate this agreement by giving written notice. If this agreement is terminated because the Author failed to deliver the manuscript within the time provided above, the Author shall not thereafter submit any partial or complete manuscript or proposal for the work or for a substantially similar work to any other publisher before offering such manuscript to the Publisher upon the same terms that are contained in this agreement.
- b. If the Author delivers the complete manuscript within ninety (90) days after the above date and the manuscript is not, in the Publisher's judgment, satisfactory, the Publisher may terminate this agreement by giving written notice.
- c. If in the opinion of the Publisher's legal counsel the work will unduly subject the Publisher to risk of claim or contains unlawful material, then either (I) the Author, at the Publisher's request, will make changes and revisions in the work satisfactory to the Publisher's legal counsel ~~or (ii) the Author may terminate this agreement by written notice. Nothing herein and no changes or revision made hereunder shall be deemed to alter or affect the warranties and indemnities contained in Paragraph 4 below.~~

Permission for Copyrighted Materials

- 9 3. If the Author incorporates in the work any copyrighted material, he shall procure such rights, written permission to reprint it.

Author's Warranties, Representations, Covenants, Agreements and Indemnities

- 10 4.a. The Author warrants, represents, covenants and agrees that he is the sole author of the work; that he is the sole owner of the copyright and all the rights granted to the Publisher; that he has not previously assigned, pledged or otherwise encumbered the same; that he has full power to enter into the agreement and to grant the rights herein granted; that the work will be the Author's next book (whether under the Author's name or under a pseudonym or in collaboration with any other author); that the Author shall not, prior to delivery of the complete and satisfactory manuscript of the work, write or contract with any other publisher to write any other work for publication in book form without the written permission of the Publisher; that, except for the material obtained pursuant to Paragraph 3, the work is original, has not been published before; that it does not violate any right of privacy or publicity; that it is not libelous or obscene; that it does not infringe upon any statutory or common law copyright or trademark or violate any contract of the Author, express or implied, or discloses any information given to the Author in confidence or on the understanding that it would not be disclosed or published; that this agreement to publish the work or the publication of the work will not subject the Publisher to liability; that if the work is a work of non-fiction, all statements in the work asserted as facts are either true or are based upon reasonable research for accuracy, provided the foregoing shall not alter or affect the validity of any other warranties, representations, covenants and agreements herein contained; and that any recipe, formula or instruction contained in the work is not injurious to the user.

11 In the event of any claim, action or proceeding based on an alleged violation of any of these warranties, representations, covenants and agreements (i) the Publisher shall have the right to defend the same through counsel of its own choosing, and (ii) the Author shall hold the Publisher harmless, any seller of the work, and any licensee of a subsidiary right in the work, against any resulting loss, cost and expense (including reasonable counsel fees). To the extent that such a claim, action or proceeding is successfully defended or settled, the Author's indemnity hereunder shall be limited to fifty (50%) of such loss, cost and expense attributable to such defense or settlement.

- c. If any such claim, action or proceeding is instituted, the Publisher shall promptly notify the Author, who shall fully cooperate in the defense thereof and the Publisher may withhold payments of any amounts due him under this or any other agreement between the parties.
- 13 d. These warranties, representations, covenants, agreements and indemnities shall survive the termination of this agreement.

Conflicting Publication

5. The Author agrees that during the term of this agreement he will not, without the written permission of the Publisher, publish or permit to be published any material, in book, pamphlet or other printed versions or in microfiche, Electronic Books or Versions, filmstrip, Phonorecords or Videocassettes, based on material in the work which, in the Publisher's judgment, is likely to compete with its sale.

Timing, Style and Price of Publication

- 14 6. If the Publisher fails to publish the work within twelve (12) months after the signing date of this agreement (unless such failure is due to circumstances beyond the Publisher's control) and the Author has delivered the manuscript in conformity with Paragraph 2 above, the Author may thereafter serve a written demand upon the Publisher to publish the work. If the Publisher fails to publish the work within six (6) months after the receipt of such demand, then the Author may terminate this agreement by giving written notice, whereupon all rights granted under this agreement shall revert to the Author and neither the Author nor the Publisher will have any further obligations or liabilities to the other under this agreement. Publication of the work shall be at the Publisher's own expense, in such style and manner, under such imprint and at such price as it deems suitable. No changes in the manuscript shall be made without the consent of the Author. The title of the work shall not be changed. A subtitle may be chosen subject to the mutual agreement of the Author and the Publisher. Author's consent will not be unreasonably withheld or delayed. The Publisher shall consult the Author regarding the design of the jacket of the Publisher's hardcover edition of the work.

Proofreading and Author's Corrections

7. The Author agrees to read, revise, correct and return promptly all proofs of the work and to pay in cash or, at the option of the Publisher, to have charged against him, the cost alterations, in type, in film or in

049833

plates, required by the Author, other than those due to printer's errors, in excess of ten percent (10%) of the cost of setting type.

Copyright

- 15
8. The Publisher shall publish the work in compliance with the copyright laws of the United States of America. The Publisher is authorized to register the work with the United States Copyright Office in the name of the Author and to register as well the transfer of the exclusive license herein.

Advance Payments

9. The Publisher shall pay to the Author: No advance.

Royalty Payments

10. The Publisher shall pay to the Author, subject to Paragraph 10 v. below, a royalty on the invoice price of every copy of the work sold by the Publisher, less actual returns and a reasonable reserve for returns (except as set forth below):
- a. Seven and one-half percent (7-1/2%) up to and including 10,000 copies; and ten percent (10%) in excess of 10,000 copies.

Where the discount in the United States is fifty percent (50%) or more from the invoice price, the rate provided in this subdivision a, shall be reduced by one-half the difference between forty-six (46%) and the discount granted. In no event, however, shall such royalty be less than one-half of the rate provided herein. If after one year following publication of the work by the Publisher the semi-annual sales aggregate fewer than 750 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision a. if such are sold from a second or subsequent printing of less than 2,000 copies. Copies of the work covered by any other subdivision of this Paragraph shall not be included in any computations under this subdivision.

Mail Order Sales

- b. Five percent (5%) of the amount received for copies sold directly to the consumer by the Publisher or its affiliates through the medium of mail-order or coupon advertising, or radio or television advertising.

Premiums

- c. Five percent (5%) of the amount received for copies sold by the Publisher for use as premiums.

College Sales

- d. Ten percent (10%) of the retail price for hardcover copies and five percent (5%) for paperback copies sold with a lower retail price as college textbooks.

Trade Paperback Editions

- e. Seven and one-half percent (7 1/2%) of the retail price for any trade paperback edition published by the Publisher or any affiliate of the Publisher. If after one year following the publication of any such edition, the semi-annual sales of such edition aggregate fewer than 750 copies, the royalty shall be two-thirds (2/3) of the rate provided in this subdivision e. if such copies are sold from a second or subsequent printing of less than 2,000 copies. Seven and one-half percent (7 1/2%) of amounts received by Publisher for licensing of paperback rights to the work.

Canadian Sales

- g. Two-thirds (2/3) of the applicable prevailing royalty rate specified in Paragraph 10 based on U.S. invoice price or retail price (whichever is applicable) for every copy of an edition of the work published by the Publisher or any domestic affiliate of the Publisher and sold by the Publisher or any such affiliate in Canada.

Other Export Sales

- h. Ten percent (10%) of the amount received for the original edition and five percent (5%) of the amount received for any lower-priced edition for copies sold for export outside the United States of America, its territories and possessions and Canada.

Special Sales

- i. For copies sold outside normal wholesale and retail book trade channels, ten percent (10%) of the amount received for the original edition and five percent (5%) of the amount received for any lower-priced edition for copies sold at a discount between fifty percent (50%) and sixty percent (60%) from the invoice price or retail price (whichever is applicable) and five percent (5%) of the amount received for copies sold at a discount of sixty percent (60%) or more from the invoice price or retail price (whichever is applicable).

No Royalty Copies

- j. No royalty shall be paid on copies sold to any party (including, in the case of "remainders," affiliates of the Publisher) below or at cost including expenses incurred, or furnished gratis to the Author, or for review, advertising, sample or like purposes.

Receipts From Other Rights

- k. Twenty-Five percent (25%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision a., ii, iii, iv, v, vi, vii and x, except that with respect to an Electronic Versions of the work, the Author's share of income shall be ten percent (10%) of amounts received by the Publisher.

First Serial

- l. Fifty percent (50%) of the amount received from the disposition of licenses in the United States and Canada granted pursuant to Paragraph 1, subdivision a., v.

British

- m. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision b.

Translation

- n. Fifty percent (50%) of the amount received for the disposition of licenses granted pursuant to Paragraph 1, subdivision c.

Commercial

- o. Fifty percent (50%) of the amount received from the disposition of licenses granted pursuant to Paragraph 1, subdivision d.

Audio

- p. Ten percent (10%) of the Publisher's net proceeds from the sale of Phonorecords and Audio-cassettes.. "Net Proceeds" shall mean actual cash received by the Publisher, less returns and a reasonable reserve for return, taxes, and shipping and handling charges which are separately stated.
- q. Ten percent (10%) of the net proceeds for Phonorecords sold directly to the consumer through the medium of mail-order or coupon advertising, or radio or television advertising or as premiums.
- r. Five percent (5%) of the net proceed for Phonorecords sold for export.
- s. Ten percent (10%) of the amount received for the disposition of any licenses of rights in the Phonorecords to book clubs, in mail-order, and throughout the British Commonwealth, the Irish Republic, and the Republic of South Africa, and all foreign languages and all countries.

Large Print Editions

- t. Ten percent (10%) of the invoice price from the sale of large print hardcover editions of the work and five percent (5%) of the retail price from the sale of large print paperback editions of the work.

Electronic Books and Electronic Versions

- u. Five percent (5%) of the amount received from any Electronic Books or Electronic Versions of the work sold by the Publisher. Notwithstanding the foregoing, where the Electronic Book or Version is sold as part of a product that combines literary works by more than one author (a "Combined Product"), Publisher shall pay Author a pro-rata share of the royalty provided for in this paragraph, based upon

such factors as the number of individual titles contained in such Combined Product on which Publisher is obligated to pay royalties to copyright holders (where an equivalent amount of material is taken from such individual titles), or the percentage of the Combined Product's total content that is comprised of material from the Electronic Book or Version of the work.

16

- v. All monies due to the Author will be held in an escrow account by the Publisher. Such monies will be applied first as security for the Publisher against any claims or potential claims under Paragraph 4 of this agreement and for all costs and expenses including reasonable attorney fees incurred by the Publisher in connection with the management and handling of the escrow account and in responding to any claims under Paragraph 4 and/or Paragraph 10.v.-w.; and then all remaining sums will be distributed to any alleged victims of Author as Publisher in its sole discretion and good faith identifies and will be apportioned amongst them in a manner that the Publisher in its sole discretion determines to be equitable. Publisher's distribution to alleged victims is subject to the judgment creditors and secured parties, if any, that have legal priority to such proceeds due to Author under this agreement.
- w. Publisher is hereby granted a lien on all funds held in the escrow account described above as security against any and all claims that might be made against Publisher as a result of this agreement or its publishing the work or as described in Paragraph 4 of this agreement or any costs, expenses and fees referred to in Paragraph 10.v. above. Publisher may maintain the escrow and not release funds until Publisher in its sole discretion determines that it is secure of any exposure to such claims. Author will sign all documents necessary to memorialize and effect said lien in favor of the Publisher.

Performance Rights

11. The Author appoints the Publisher as his exclusive agent to dispose of the performance rights including dramatic, musical, radio, television, motion picture and allied rights, subject to the Author's consent, and the Publisher shall receive a commission of thirty-three and one-third (33 1/3%) of the amount received. In the event of the disposition of performance rights, the Publisher shall grant to the purchaser the privilege to publish excerpts and summaries of the work in the aggregate not to exceed 7,500 words, for advertising, publicizing and promoting such rights, provided, however, that such grant shall require the purchaser to take all steps which may be necessary to protect the copyright of the work.

Rights Retained By The Author

12. The Author agrees to notify the Publisher promptly of the disposition of any right which the Author has retained for himself.

Reports and Payments

17

13. Commencing after publication, the Publisher shall render semi-annual statements of account to the first day of April, and shall mail such statements during the July following and payments will be made into the escrow account pursuant to paragraph 10 v. above at such times. The Author's share of the amounts received from the disposition of licenses granted under this agreement shall be computed after the deduction of any foreign taxes withheld and any of the Publisher's agent's commissions, if any (Author represents and warrants that he has no agent). If ^{during} any such annual accounting periods, either the total amount of the Author's earnings under this agreement in such period or the total amount due to the Author under this agreement is less than Five Hundred Dollars (\$500), the Publisher may defer rendering of account and payment until such time as the sum of Five Hundred Dollars (\$500) or more shall be earned or become due to the Author under this agreement. Should the Author receive an overpayment of royalty arising from copies reported sold but subsequently returned, the Publisher may deduct said overpayment from any further sums due the Author under this ~~or any other~~ agreement between the parties. Upon his written request, the Author may at Author's expense examine or cause to be examined (not more frequently than once a year) through certified public accountants the books of the Publisher in so far as they relate to the sale or licensing of the work.

Option for Next Work

18

delete

~~The Author (including each Author individually) agree to submit to the Publisher his next book-length work before submitting the same to any other publisher. The Publisher shall be entitled to a period of six weeks after the submission of the completed manuscript, which period shall not commence to run prior to 60 days after acceptance by the Publisher of the manuscript of the work covered by this agreement, within which to notify the Author of its decision. If within that time the Publisher shall notify the Author of its desire to publish the manuscript, it shall thereupon negotiate with him with respect to the terms of such publication. If within thirty days (30) the parties are unable in good faith to arrive at a mutually satisfactory agreement for such publication, the Author shall be free to submit his manuscript elsewhere, provided, however, that he shall not enter into a contract for the publication of such manuscript with any other publisher upon terms less favorable than those offered by the Publisher. Notwithstanding the foregoing, the Publisher shall nevertheless have the right to acquire such rights in~~

0398.3

delete

the next work by agreeing, within fourteen days (14) after receipt of written notification from the Author, to match all of the material terms of the best bona fide offer that the Author receives from another publisher that the Author is willing to accept. The Publisher's option hereunder shall also apply to the next book-length manuscript by each party to this agreement included in the term "Author", whether such manuscript is written alone or together with another co-author.

Copies to Author

15. On publication the Publisher shall give twenty (20) free copies to the Author, who may purchase further copies for personal use at a discount of fifty percent (50%) from the invoice price.

Non-discontinuance of Publication

16. Publisher agrees to keep the work in print, either in hardcover or paperback, as long as Publisher remains in business and as long as it is functioning as a Publisher. The work will be deemed to be "in print" as long as a) the work is listed in Publisher's current catalog and b) the Publisher is ready and able to respond to orders for the work on twenty (20) business days notice of an order, exception being made for reasonable delays and circumstances beyond Publisher's control.

Author's Property

17. Except for loss or damage due to its own negligence, the Publisher shall not be responsible for the loss or damage to any property of the Author.

Return of Manuscript

18. Upon request by the Author, the Publisher, after publication of the work will return the original manuscripts and proofs in their "as is" condition.

Suits for Infringement of Copyright

19. If the copyright of the work is infringed, and if the parties proceed jointly, the expenses and recoveries, if any, shall be shared equally, and if they do not proceed jointly, either party shall have the right to prosecute such action, and such party shall bear the expenses thereof, and any recoveries shall belong to such party; and if such party shall not hold the record of title of the copyright, the other party hereby consents that the action be brought in his or its name.

Bankruptcy and Liquidation

20. If (a) a petition of bankruptcy is filed by the Publisher, or (b) a petition of bankruptcy is filed against the Publisher and such petition is finally sustained, or (c) a petition for arrangement is filed by the Publisher or a petition for reorganization is filed by or against the Publisher, and an order is entered directing the liquidation of the Publisher as in bankruptcy, or (d) the Publisher makes an assignment for the benefit of creditors, or (e) the Publisher liquidates its business for any reason whatever, the Author may terminate this agreement by written notice and thereupon all rights granted by him hereunder shall revert to him subject to the applicable federal and state insolvency laws. Upon such termination, the Author, at his option, may purchase the plates or film as provided in Paragraph 16 and the remaining copies at one-half of the manufacturing cost, exclusive of overhead. If he fails to exercise such option within sixty (60) days after the happening of any one of the events above referred to, the Trustee, Receiver, or Assignee may destroy the plates and film and sell the copies remaining on hand, subject to the royalty provisions of Paragraph 10.

Law Applicable

21. This agreement shall be deemed to have been executed and wholly performed within the State of New York and its provisions shall in all respects be interpreted according to, and the rights and liabilities of the parties hereto shall in all respects be governed by, by the laws of the State of New York applicable to agreements entirely made and performed therein. Any action or proceeding regarding this agreement or the work shall be brought solely in the New York courts (state and federal) in New York County. Process in any action or proceeding may be served upon by the Author by personal delivery or by certified mail, return receipt requested, and such service shall be deemed to be personal service within the State of New York and the parties hereby submit to the jurisdiction of the courts of the State of New York with respect to all matters arising out of or related to this agreement.

Security
interest

option

03983

Appointment of Publisher

22. The Author hereby appoints the Publisher as his attorney-in-fact in his name and in his stead to execute all documents for recording in the Copyright Office evidencing transfer of ownership in the exclusive rights granted to the Publisher hereunder.

Assignment

23. This agreement shall be binding upon the heirs, executors, administrators and assigns of the Author, and upon the successors and assigns of the Publisher. Author may not assign this agreement without the approval of the Publisher.

Invoice Price

24. The term "invoice price" as used in Paragraph 10 and 15 means the price shown on the Publisher's invoices to its wholesaler and retailer customers from which the Publisher's wholesale and retailer discounts are calculated.

Reserved Rights

- 19
25. All rights not expressly granted to the Publisher pursuant to this agreement are reserved to the Author, provided that the Author will neither exercise nor authorize others to exploit any of such reserved rights in a manner that will impair the value of any of the rights granted to the Publisher under this agreement.
26. No changes will be made to the manuscript without the Author's approval including copyediting changes such as spelling, grammar etc. The Publisher will not be obligated to publish the work if in the opinion of its counsel, such publication would subject it to potential liability or litigation.
27. In the event of Author's inability to communicate with Publisher for any reason, including without limitation Author's death, Publisher's obligations under this Agreement to obtain Author's approval or to consult with Author will be suspended. But no changes to the text or any future editions will be made by Publisher in the event of Author's death.

Complete Agreement and Modification

28. This agreement constitutes the complete understanding of the parties. No modification or waiver of any provision shall be valid unless in writing and signed by both parties.

IN WITNESS THEREOF the parties have duly executed this agreement the day and year first above written.

CONTEXT BOOKS

In the presence of

By: _____
The Publisher

In the presence of

The Author

SS# _____